

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

KROY IP HOLDINGS, LLC,	§	
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	CASE NO. 2:13-cv-888-WCB
	§	
AUTOZONE, INC., ET AL.,	§	
	§	
<i>Defendants.</i>	§	

KROY IP HOLDINGS, LLC,	§	
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	CASE NO. 2:13-cv-934-WCB
	§	
THE MEN’S WEARHOUSE, INC.,	§	
	§	
<i>Defendant.</i>	§	

ORDER

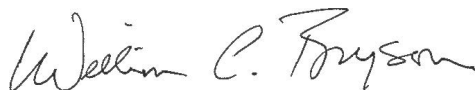
Before the Court is the Stipulation of Dismissal Between Kroy IP Holdings, LLC. and The Men’s Wearhouse, Inc., Including Joint Motion for Entry of Agreed Order of Dismissal. Dkt. No. 204. The Stipulation and Joint Motion is GRANTED.

1. All claims, defenses, counterclaims, and all other grounds for seeking relief that were or could have been asserted in this proceeding by Kroy and Men’s Wearhouse relating to Men’s Wearhouse’s Existing System as defined in the Parties’ Settlement Agreement pursuant to Fed. R. Evid. 408 are hereby dismissed pursuant to Fed. R. Civ. P. 41.

2. Nothing in the Parties' Stipulation or this Order, or in the Parties' underlying Settlement Agreement, shall be construed as adjudication on the merits of any claim or defense alleged herein. Further, nothing in the Parties' Stipulation, or in the Parties' underlying Settlement Agreement, or this Order shall be cited or argued in this or any subsequent proceeding involving any non-party to the Parties' Stipulation as constituting an admission of any nature, as being admissible evidence, or otherwise having any relevance to the validity, amount or merits of any claim or defense.
3. Paragraph 11 of the protective order (Dkt. No. 117) in the Litigation, Case No. 2:13-cv-888-WCB (Lead Case), is hereby amended to the extent it limits activities of Kroy's counsel in "post-grant review of any of the patents in suit" so as to make clear that "post grant review" as used therein describes and is limited to the procedures so defined and established by Sections 321-329 of the America Invents Act of 2011 ("AIA"), as distinguished from and excluding proceedings for *inter partes review* established by Sections 311-319 of the AIA.
4. The Parties shall bear their own costs and attorneys' fees.

It is so ORDERED.

SIGNED this 14th day of April, 2015.

A handwritten signature in black ink, reading "William C. Bryson". The signature is written in a cursive, flowing style.

WILLIAM C. BRYSON
UNITED STATES CIRCUIT JUDGE